

Fill in this information to identify the case:

Debtor Name Santiago Quezada

United States Bankruptcy Court for the: Southern District of New York

Case number: 24-22431

Check if this is an amended filing

Official Form 425C

Monthly Operating Report for Small Business Under Chapter 11

12/17

Month: August 2024

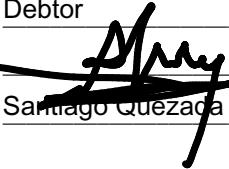
Date report filed: 09/20/2024
MM / DD / YYYY

Line of business: Individual.

NAISC code: N/A

In accordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury that I have examined the following small business monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct, and complete.

Responsible party: Debtor

Original signature of responsible party 

Printed name of responsible party Santiago Quezada Sr.

1. Questionnaire

Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.

Yes No N/A

If you answer *No* to any of the questions in lines 1-9, attach an explanation and label it *Exhibit A*.

1. Did the business operate during the entire reporting period?
2. Do you plan to continue to operate the business next month?
3. Have you paid all of your bills on time?
4. Did you pay your employees on time?
5. Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?
6. Have you timely filed your tax returns and paid all of your taxes?
7. Have you timely filed all other required government filings?
8. Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?
9. Have you timely paid all of your insurance premiums?

If you answer *Yes* to any of the questions in lines 10-18, attach an explanation and label it *Exhibit B*.

10. Do you have any bank accounts open other than the DIP accounts?
11. Have you sold any assets other than inventory?
12. Have you sold or transferred any assets or provided services to anyone related to the DIP in any way?
13. Did any insurance company cancel your policy?
14. Did you have any unusual or significant unanticipated expenses?
15. Have you borrowed money from anyone or has anyone made any payments on your behalf?
16. Has anyone made an investment in your business?

17. Have you paid any bills you owed before you filed bankruptcy?

18. Have you allowed any checks to clear the bank that were issued before you filed bankruptcy?

2. Summary of Cash Activity for All Accounts

19. Total opening balance of all accounts

This amount must equal what you reported as the cash on hand at the end of the month in the previous month. If this is your first report, report the total cash on hand as of the date of the filing of this case.

\$ 214,079.64

20. Total cash receipts

Attach a listing of all cash received for the month and label it *Exhibit C*. Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of *Exhibit C*.

Report the total from *Exhibit C* here.

\$ 10,570.54

21. Total cash disbursements

Attach a listing of all payments you made in the month and label it *Exhibit D*. List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of *Exhibit D*.

- \$ 15,067.58

Report the total from *Exhibit D* here.

22. Net cash flow

Subtract line 21 from line 20 and report the result here.

+ \$ -4,497.04

This amount may be different from what you may have calculated as *net profit*.

23. Cash on hand at the end of the month

Add line 22 + line 19. Report the result here.

= \$ 209,582.60

Report this figure as the *cash on hand at the beginning of the month* on your next operating report.

This amount may not match your bank account balance because you may have outstanding checks that have not cleared the bank or deposits in transit.

3. Unpaid Bills

Attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. Label it *Exhibit E*. Include the date the debt was incurred, who is owed the money, the purpose of the debt, and when the debt is due. Report the total from *Exhibit E* here.

24. Total payables

\$ 0.00

(*Exhibit E*)

4. Money Owed to You

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it *Exhibit F*. Identify who owes you money, how much is owed, and when payment is due. Report the total from *Exhibit F* here.

25. **Total receivables** \$ 0.00

(*Exhibit F*)

5. Employees

26. What was the number of employees when the case was filed? 0

27. What is the number of employees as of the date of this monthly report? 0

6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case? \$ 0.00

29. How much have you paid in professional fees related to this bankruptcy case since the case was filed? \$ 0.00

30. How much have you paid this month in other professional fees? \$ 0.00

31. How much have you paid in total other professional fees since filing the case? \$ 0.00

7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	<i>Column A</i> Projected	<i>Column B</i> Actual	<i>Column C</i> Difference
	Copy lines 35-37 from the previous month's report.	Copy lines 20-22 of this report.	Subtract Column B from Column A.
32. Cash receipts	\$ <u>9,900.00</u>	– \$ <u>10,570.54</u>	= \$ <u>-670.54</u>
33. Cash disbursements	\$ <u>7,000.00</u>	– \$ <u>15,067.58</u>	= \$ <u>-8,067.58</u>
34. Net cash flow	\$ <u>2,900.00</u>	– \$ <u>-4,497.04</u>	= \$ <u>7,397.04</u>
35. Total projected cash receipts for the next month:			\$ <u>9,900.00</u>
36. Total projected cash disbursements for the next month:			– \$ <u>7,000.00</u>
37. Total projected net cash flow for the next month:			= \$ <u>2,900.00</u>

8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- 38. Bank statements for each open account (redact all but the last 4 digits of account numbers).
- 39. Bank reconciliation reports for each account.
- 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- 41. Budget, projection, or forecast reports.
- 42. Project, job costing, or work-in-progress reports.

EXHIBIT B

Q. 10- The Debtor still has his pre-petition bank accounts open and is transitioning to the DIP account.

Exhibit C

Date	Description	To/From	Amount	Account
8/6/24	ACH DEPOSIT	EL TINA FISH MAR PAYROLL	\$1,407.71	0721
8/6/24	ACH DEPOSIT	207TH STREET LIN PAYROLL	\$512.45	0721
8/6/24	Travel Expense	DB CRD: ENTERPRISE RENT A CAR	\$217.60	0721
8/13/24	ACH DEPOSIT	EL TINA FISH MAR PAYROLL	\$1,407.71	0721
8/13/24	ACH DEPOSIT	207TH STREET LIN PAYROLL	\$512.45	0721
8/19/24	ACH DEPOSIT	SSA TREAS 310	\$2,322.00	0721
8/20/24	ACH DEPOSIT	EL TINA FISH MAR PAYROLL	\$1,407.71	0721
8/20/24	ACH DEPOSIT	207TH STREET LIN PAYROLL	\$512.45	0721
8/26/24	Travel Expense	DB CRD: ENTERPRISE RENT A CAR	\$349.45	0721
8/27/24	ACH DEPOSIT	EL TINA FISH MAR PAYROLL	\$1,407.71	0721
8/27/24	ACH DEPOSIT	207TH STREET LIN PAYROLL	\$512.45	0721
8/6/24	Interest	Interest Payment	\$0.85	1765

\$10,570.54

Exhibit D

Date	Description	Expenses	To/From	Amount	Account
8/1/24	Personal Expense		DB CRD PMT AP: DOLCE NOVITA	186.22	0721
8/1/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	162.34	0721
8/1/24	Travel Expense		DB CRD PUR AP: BP 2141521A AND A MANAGE	32.26	0721
8/1/24	Personal Expense		DB CRD PUR AP: SHERMAN ABRAMS LABORATOR	31.56	0721
8/5/24	Personal Expense		DB POS AP: SHOPRITE GREEWYPLZA	\$310.84	0721
8/5/24	Personal Expense		DB CRD PUR: CARIDAD RESTAURANT KING	\$134.81	0721
8/5/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$104.28	0721
8/6/24	Travel Expense		DB CRD PUR AP: ENTERPRISE RENT A CAR	\$646.15	0721
8/6/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$98.84	0721
8/7/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$139.71	0721
8/12/24	Utilities		DB CRD PUR AP: FSI CONED BILL	\$710.41	0721
8/12/24	Insurance		DB CRD PMT AP: GEICO AUTO	\$497.06	0721
8/12/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$305.05	0721
8/13/24	Bill		ELECTRONIC PMT- WEB, CITY OF YONKERS	\$5,233.63	0721
8/13/24	Personal Expense		DB CRD PUR AP: ERACTOLL	\$67.74	0721
8/14/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$140.91	0721
8/15/24	Personal Expense		DB CRD PMT AP: DOLCE NOVITA	\$159.63	0721
8/15/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$109.73	0721
8/15/24	Travel Expense		DB CRD PUR AP: BP 2141521A AND A MANAGE	\$32.26	0721
8/16/24	Personal Expense		DB CRD PUR AP: SEGOVIA STEAKHOUSE	\$75.58	0721
8/19/24	Utilities		ACH DEBIT, OPTIMUM CABLE PMNT	\$361.94	0721
8/19/24	Travel Expense		DB CRD PUR AP: ENTERPRISE RENT A CAR	\$346.15	0721
8/19/24	Personal Expense		DEBIT POS AP: SHOPRITE GREEWYPLZA	\$194.78	0721
8/19/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$155.01	0721
8/19/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$95.66	0721
8/21/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$275.77	0721
8/21/24	Travel Expense		DB CRD PUR AP: ENTERPRISE RENT A CAR	\$247.25	0721
8/22/24	Travel Expense		DB CRD PUR AP: BP 2141521A AND A MANAGE	\$15.72	0721
8/23/24	Bill		VERIZON WIRELESS PAYMENTS	\$432.29	0721
8/23/24	Personal Expense		DB CRD PUR AP: SEGOVIA STEAKHOUSE	\$216.52	0721
8/26/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$210.46	0721
8/26/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$148.69	0721
8/26/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$69.89	0721
8/27/24	Car Payment		TD BANK BILL PAY CHECK, MERCEDES BENZ	\$2,770.03	0721
8/28/24	Personal Expense		DB CRD PUR AP: CARIDAD RESTAURANT KING	\$98.51	0721
8/29/24	Personal Expense		DB CRD PUR AP: DOLCE NOVITA	\$178.72	0721
8/29/24	Travel Expense		DB CRD PUR AP: BP 2141521A AND A MANAGE	\$71.18	0721

\$15,067.58



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STATEMENT OF ACCOUNT



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statements.

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY
258 RUMSEY RD
YONKERS NY 10705

Page: 1 of 4
Statement Period: Jul 04 2024-Aug 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

Chapter 11 Checking

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Account # 0721

ACCOUNT SUMMARY

Beginning Balance	115,230.18	Average Collected Balance	116,278.79
Electronic Deposits	10,002.64	Interest Earned This Period	0.00
Electronic Payments	8,605.65	Interest Paid Year-to-Date	0.00
Ending Balance	116,627.17	Annual Percentage Yield Earned	0.00%
		Days in Period	31

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY**Electronic Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
07/09	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
07/09	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
07/15	ACH DEPOSIT, SSA TREAS 310 XXSOC SEC ****27173A SSA	2,322.00
07/16	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
07/16	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
07/23	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
07/23	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
07/30	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
07/30	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
	Subtotal:	10,002.64

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
07/05	DBCRD PUR AP, ****30182452383, AUT 070324 VISA DDA PUR AP DOLCE NOVITA MOONACHIE * NJ	206.97
07/05	DBCRD PUR AP, ****30182452383, AUT 070424 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	162.17
07/05	DBCRD PUR AP, ****30182452383, AUT 070324 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	40.74
07/08	DBCRD PUR AP, ****30182452383, AUT 070524 VISA DDA PUR AP ENTERPRISE RENT A CAR YONKERS * NY	300.00
07/08	DEBIT POS AP, ****30182452383, AUT 070824 DDA PURCHASE AP SHOPRITE GREEWYPLZA S1 YONKERS * NY	166.76
07/08	DBCRD PUR AP, ****30182452383, AUT 070524 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	151.42

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How to Balance your Account

Page:

2 of 4

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	<u>116,627.17</u>
2	Total Deposits	<u> </u> + <u> </u>
3	Sub Total	<u> </u>
4	Total Withdrawals	<u> </u> - <u> </u>
5	Adjusted Balance	<u> </u>

2 DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		

**FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR
QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



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STATEMENT OF ACCOUNT

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Page: 3 of 4
Statement Period: Jul 04 2024-Aug 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
07/09	DBCRD PUR AP, *****30182452383, AUT 070824 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	139.77
07/10	DBCRD PUR AP, *****30182452383, AUT 070924 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	202.57
07/11	DBCRD PMT AP, *****30182452383, AUT 071024 VISA DDA PUR AP GEICO AUTO 800 841 3000 * DC	432.76
07/12	DBCRD PUR AP, *****30182452383, AUT 071124 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	122.07
07/15	DBCRD PUR AP, *****30182452383, AUT 071124 VISA DDA PUR AP FSI CONED BILL PAYMENT 800 752 6633 * NY	469.09
07/15	DBCRD PUR AP, *****30182452383, AUT 071224 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	140.31
07/16	DBCRD PUR AP, *****30182452383, AUT 071524 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	102.05
07/17	ACH DEBIT, OPTIMUM 7803 CABLE PMNT 08260702	361.94
07/18	DBCRD PUR AP, *****30182452383, AUT 071724 VISA DDA PUR AP DOLCE NOVITA MOONACHIE * NJ	170.79
07/18	DBCRD PUR AP, *****30182452383, AUT 071724 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	25.77
07/19	DBCRD PUR AP, *****30182452383, AUT 071824 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	196.86
07/22	DEBIT POS AP, *****30182452383, AUT 072124 DDA PURCHASE AP SHOPRITE GREEWYPLZA S1 YONKERS * NY	241.32
07/22	DBCRD PUR AP, *****30182452383, AUT 071924 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	140.31
07/23	TDBANK BILL PAY CHECK, MERCEDES BENZ CHECK# 995002	2,770.03
07/23	ACH DEBIT, VERIZON WIRELESS PAYMENTS ****66092600001	428.50
07/24	DBCRD PUR AP, *****30182452383, AUT 072224 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	179.65
07/25	DBCRD PUR AP, *****30182452383, AUT 072324 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	197.57
07/26	DBCRD PUR AP, *****30182452383, AUT 072524 VISA DDA PUR AP NEW YORK STATE DMV 518 4740904 * NY	272.00
07/26	DBCRD PUR AP, *****30182452383, AUT 072424 VISA DDA PUR AP SEGOVIA STEAKHOUSE LITTLE FERRY * NJ	213.43
07/29	DBCRD PUR AP, *****30182452383, AUT 072624 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	194.41
07/29	DBCRD PUR AP, *****30182452383, AUT 072524 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	123.25
07/31	DBCRD PUR AP, *****30182452383, AUT 072924 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	40.76

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STATEMENT OF ACCOUNT

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Page: 4 of 4
Statement Period: Jul 04 2024-Aug 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
08/01	DBCRD PUR AP, *****30182452383, AUT 073124 VISA DDA PUR AP DOLCE NOVITA MOONACHIE * NJ	186.22
08/01	DBCRD PUR AP, *****30182452383, AUT 073024 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	162.34
08/01	DBCRD PUR AP, *****30182452383, AUT 073124 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	32.26
08/01	DBCRD PUR AP, *****30182452383, AUT 073124 VISA DDA PUR AP SHERMAN ABRAMS LABORATOR 718 4357200 * NY	31.56
		Subtotal: 8,605.65

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
07/03	115,230.18	07/19	118,000.46
07/05	114,820.30	07/22	117,618.83
07/08	114,202.12	07/23	116,340.46
07/09	115,982.51	07/24	116,160.81
07/10	115,779.94	07/25	115,963.24
07/11	115,347.18	07/26	115,477.81
07/12	115,225.11	07/29	115,160.15
07/15	116,937.71	07/30	117,080.31
07/16	118,755.82	07/31	117,039.55
07/17	118,393.88	08/01	116,627.17
07/18	118,197.32		

Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

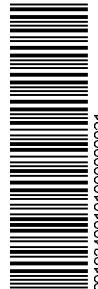
00019340 DRE 802 210 22024 NNNNNNNNNNNN 1 000000000 24 0000
SANTIAGO QUEZADA
OR SANTIAGO QUEZADA
270 N BROADWAY APT 1C
YONKERS NY 10701-2669

July 06, 2024 through August 06, 2024

Account Number: **1765**

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679
We accept operator relay calls



00193400101000000021

CHECKING SUMMARY

Chase Premier Plus Checking

	AMOUNT
Beginning Balance	\$98,376.36
Deposits and Additions	0.85
Ending Balance	\$98,377.21
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.85
Interest Paid Year-to-Date	\$5.46

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$98,376.36
08/06	Interest Payment	0.85	98,377.21
	Ending Balance		\$98,377.21

A monthly Service Fee was not charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

- **Have an average qualifying deposit and investment balance of \$15,000.00 or more**
(Your average qualifying deposit and investment balance was \$377,622.00)
- **OR, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account.**
(You do not have a qualifying Chase mortgage)



July 06, 2024 through August 06, 2024

Account Number:

1765

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, see your deposit account agreement or other applicable agreements that govern your account for details.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



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STATEMENT OF ACCOUNT



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statements.

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY
258 RUMSEY RD
YONKERS NY 10705

Page: 1 of 4
Statement Period: Aug 04 2024-Sep 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

Chapter 11 Checking

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Account # 443-8020721

ACCOUNT SUMMARY

Beginning Balance	116,627.17	Average Collected Balance	114,192.00
Electronic Deposits	12,489.85	Interest Earned This Period	0.00
Electronic Payments	14,925.20	Interest Paid Year-to-Date	0.00
Ending Balance	114,191.82	Annual Percentage Yield Earned	0.00%
		Days in Period	31

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY**Electronic Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
08/06	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
08/06	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
08/06	DEBIT CARD CREDIT, ****30182452383, AUT 080524 VISA DDA REF ENTERPRISE RENT A CAR YONKERS * NY	217.60
08/13	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
08/13	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
08/19	ACH DEPOSIT, SSA TREAS 310 XXSOC SEC ****27173A SSA	2,322.00
08/20	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
08/20	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
08/26	DEBIT CARD CREDIT, ****30182452383, AUT 082324 VISA DDA REF ENTERPRISE RENT A CAR YONKERS * NY	349.45
08/27	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
08/27	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
09/03	ACH DEPOSIT, EL TINA FISH MAR PAYROLL santiagoquezada	1,407.71
09/03	ACH DEPOSIT, 207TH STREET LIN PAYROLL SantiagoQuezada	512.45
	Subtotal:	12,489.85

Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
08/05	DEBIT POS AP, ****30182452383, AUT 080424 DDA PURCHASE AP SHOPRITE GREEWYPLZA S1 YONKERS * NY	310.84
08/05	DBCRD PUR AP, ****30182452383, AUT 080124 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	134.81
08/05	DBCRD PUR AP, ****30182452383, AUT 080224 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	104.28

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How to Balance your Account

Page:

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Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance	114,191.82
2	Total Deposits	+ _____
3	Sub Total	_____
4	Total Withdrawals	- _____
5	Adjusted Balance	_____

2 DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		

**FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR
QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



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STATEMENT OF ACCOUNT

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Page: 3 of 4
Statement Period: Aug 04 2024-Sep 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
08/06	DBCRD PUR AP, *****30182452383, AUT 080524 VISA DDA PUR AP ENTERPRISE RENT A CAR YONKERS * NY	646.15
08/06	DBCRD PUR AP, *****30182452383, AUT 080524 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	98.84
08/07	DBCRD PUR AP, *****30182452383, AUT 080624 VISA DDA PUR AP CARIDAD RESTAURANT KING BRONX * NY	139.71
08/12	DBCRD PUR AP, *****30182452383, AUT 080824 VISA DDA PUR AP FSI CONED BILL PAYMENT 800 752 6633 * NY	710.41
08/12	DBCRD PMT AP, *****30182452383, AUT 081024 VISA DDA PUR AP GEICO AUTO 800 841 3000 * DC	497.06
08/12	DBCRD PUR AP, *****30182452383, AUT 080924 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	305.05
08/13	ELECTRONIC PMT-WEB, CITY OF YONKERS 9143776200 ****686247	5,233.63
08/13	DBCRD PUR AP, *****30182452383, AUT 081224 VISA DDA PUR AP ERACTOLL 4YGCQQ 877 860 1258 * NY	67.74
08/14	DBCRD PUR AP, *****30182452383, AUT 081224 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	140.91
08/15	DBCRD PUR AP, *****30182452383, AUT 081424 VISA DDA PUR AP DOLCE NOVITA MOONACHIE * NJ	159.63
08/15	DBCRD PUR AP, *****30182452383, AUT 081324 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	109.73
08/15	DBCRD PUR AP, *****30182452383, AUT 081424 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	32.26
08/16	DBCRD PUR AP, *****30182452383, AUT 081424 VISA DDA PUR AP SEGOVIA STEAKHOUSE LITTLE FERRY * NJ	75.58
08/19	ACH DEBIT, OPTIMUM 7803 CABLE PMNT 08260702	361.94
08/19	DBCRD PUR AP, *****30182452383, AUT 081624 VISA DDA PUR AP ENTERPRISE RENT A CAR YONKERS * NY	346.15
08/19	DEBIT POS AP, *****30182452383, AUT 081824 DDA PURCHASE AP SHOPRITE GREEWYPLZA S1 YONKERS * NY	194.78
08/19	DBCRD PUR AP, *****30182452383, AUT 081524 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	155.01
08/19	DBCRD PUR AP, *****30182452383, AUT 081624 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	95.66
08/21	DBCRD PUR AP, *****30182452383, AUT 081924 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	275.77
08/21	DBCRD PUR AP, *****30182452383, AUT 082024 VISA DDA PUR AP ENTERPRISE RENT A CAR YONKERS * NY	247.25
08/22	DBCRD PUR AP, *****30182452383, AUT 082124 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	15.72
08/23	ACH DEBIT, VERIZON WIRELESS PAYMENTS ****66092600001	432.29
08/23	DBCRD PUR AP, *****30182452383, AUT 082124 VISA DDA PUR AP SEGOVIA STEAKHOUSE LITTLE FERRY * NJ	216.52

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STATEMENT OF ACCOUNT

SANTIAGO QUEZADA SR
DIP CASE 24-22431 SDNY

Page: 4 of 4
Statement Period: Aug 04 2024-Sep 03 2024
Cust Ref #: 4438020721-039-E-***
Primary Account #: 0721

DAILY ACCOUNT ACTIVITY

Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
08/26	DBCRD PUR AP, *****30182452383, AUT 082324 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	210.46
08/26	DBCRD PUR AP, *****30182452383, AUT 082224 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	148.69
08/26	DBCRD PUR AP, *****30182452383, AUT 082224 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	69.89
08/27	TDBANK BILL PAY CHECK, MERCEDES BENZ CHECK# 995003	2,770.03
08/28	DBCRD PUR AP, *****30182452383, AUT 082624 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	98.51
08/29	DBCRD PUR AP, *****30182452383, AUT 082824 VISA DDA PUR AP DOLCE NOVITA MOONACHIE * NJ	178.72
08/29	DBCRD PUR AP, *****30182452383, AUT 082824 VISA DDA PUR AP BP 2141521A AND A MANAGE FORT LEE * NJ	71.18
09/03	DBCRD PUR AP, *****30182452383, AUT 082924 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	144.12
09/03	DBCRD PUR AP, *****30182452383, AUT 083024 VISA DDA PUR AP CARIDAD RESTAURANT BRO BRONX * NY	125.88
	Subtotal:	14,925.20

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
08/03	116,627.17	08/20	115,007.08
08/05	116,077.24	08/21	114,484.06
08/06	117,470.01	08/22	114,468.34
08/07	117,330.30	08/23	113,819.53
08/12	115,817.78	08/26	113,739.94
08/13	112,436.57	08/27	112,890.07
08/14	112,295.66	08/28	112,791.56
08/15	111,994.04	08/29	112,541.66
08/16	111,918.46	09/03	114,191.82
08/19	113,086.92		

Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

00019311 DRE 802 210 25124 NNNNNNNNNNNN 1 000000000 24 0000
SANTIAGO QUEZADA
OR SANTIAGO QUEZADA
270 N BROADWAY APT 1C
YONKERS NY 10701-2669

August 07, 2024 through September 06, 2024

Account Number: **1765**

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679
We accept operator relay calls



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We're updating some check related benefits for Chase Premier Plus CheckingSM

Beginning November 17, 2024, we will no longer offer the following free check benefits for Chase Premier Plus CheckingSM:

- Chase exclusive design checks. Check prices vary based on the style you order.
- Counter Checks - a blank page of 3 personal checks we print upon your request at a branch. The fee for Counter Checks is \$3 per page.

For more information about the services and fees for your account, please see the Additional Banking Services and Fees disclosure at chase.com/disclosures. If you have any questions, please call the number on this statement.

We're changing Safe Deposit Box annual rent and benefits

As of November 17, 2024, we're making the following changes to Safe Deposit Box annual rent and benefits:

- We'll no longer offer discounted boxes for customers who don't have a Chase Private Client CheckingSM account.
 - If you have a Chase Private Client Checking account, you'll receive a 20% discount on your annual rent.
 - If you don't have a Chase Private Client Checking account, your box will be subject to the full annual rent amount.
- We'll no longer offer free annual rent for any box.
- The renewal notice you receive after November 17, 2024, will show your updated annual rental amount. This updated amount will include a rent increase and applicable discount if you have a Chase Private Client Checking account.

As a reminder, we currently do not rent new Safe Deposit Boxes. If you have any questions or no longer need your Safe Deposit Box, you can visit the branch where the box is located to close it and remove your contents.

We're updating our Deposit Account Agreement, including the Arbitration section

On November 17, 2024, we're updating section *X. Arbitration; Resolving Disputes* in the Deposit Account Agreement. We've included excerpts of the more significant updates at the end of this statement. The Arbitration section explains how potential disputes and claims are handled between us. **You can opt out of arbitration any time before January 16, 2025, by calling us at 1-800-935-9935.**

You can view the full updated section in the Deposit Account Agreement which will be available on November 17 at chase.com/disclosures or by visiting a branch. The new agreement will include these changes as well as any additional updates occurring at this time.

If you have any questions, please call the number on this statement.



August 07, 2024 through September 06, 2024

Account Number: 1765

CHECKING SUMMARY

Chase Premier Plus Checking

	AMOUNT
Beginning Balance	\$98,377.21
Deposits and Additions	0.82
Ending Balance	\$98,378.03
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.82
Interest Paid Year-to-Date	\$6.28

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$98,377.21
09/06	Interest Payment	0.82	98,378.03
	Ending Balance		\$98,378.03

A monthly Service Fee was not charged to your Chase Premier Plus Checking account. Here are the two ways you can continue to avoid this fee during any statement period.

- **Have an average qualifying deposit and investment balance of \$15,000.00 or more**
(Your average qualifying deposit and investment balance was \$350,951.00)
- **OR, authorize us to make automatic payments to your qualifying Chase mortgage from your Chase account.**
(You do not have a qualifying Chase mortgage)

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- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

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The following are excerpts of the more significant updates to *Section X. Arbitration; Resolving Disputes* to be published November 17, 2024:

• What claims or disputes subject to arbitration?:

Claims or disputed factual or legal issues that arise out of or relate in any way to any aspect of our relationship or interactions with each other, including but not limited to your deposit account, transactions involving your deposit account, whether actual, potential, canceled, or other transactions, any product, service, or agreement with us, or interactions of any kind with Chase employees are subject to arbitration.

• Can I (customer) cancel or opt out of this agreement to arbitrate?:

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of opening your account, or by January 16, 2025, whichever is later. The exclusive way to opt out is by calling us at 1-800-935-9935. Any other method, form, or means of opting out will be treated as invalid or ineffective. Requests to opt out made more than sixty (60) days after opening your account or by January 16, 2025, whichever is later, will be invalid.

• Does arbitration apply to Claims involving third parties?:

For purposes of arbitration, "you" includes any person who is listed on your account or claims a right or interest in your account, and "we" and "us" includes JPMorgan Chase Bank, N.A., all its affiliates, third-party beneficiaries of this agreement and all third parties who are regarded as agents or representatives of ours in connection with a Claim.

• How does arbitration work?:

Arbitration between us shall be administered by the American Arbitration Association ("AAA"), which will apply its Consumer Arbitration Rules in effect at the time the arbitration is commenced and the Mass Arbitration Supplementary Rules to mass arbitration matters. A single arbitrator shall conduct proceedings under the Consumer Arbitration Rules, and a Process Arbitrator and single Merits Arbitrator shall conduct each mass arbitration case. The Parties agree that, upon motion by either of us, the arbitrator or Merits Arbitrator shall have the power to decide dispositive issues of law prior to hearing, consistent with Federal Rules of Civil Procedure 12 and 56. All pleadings, information and documents exchanged, and the arbitrator's ruling shall be treated as confidential and have no precedential value. However, if either Party seeks to confirm the arbitrator's decision in court, the Parties agree that the documents necessary for such confirmation need not be filed under seal.

Who will pay for costs?:

Each Party will be responsible for the arbitration costs as allocated by the applicable AAA rules (www.adr.org). However, except for claims filed as part of a mass arbitration, if the arbitrator ultimately rules in your favor, you will be entitled to reimbursement by Chase for all fees you paid to the AAA.

NEW SECTION: What about mass arbitration matters?:

You agree that these additional requirements ("Mass Arbitration Procedures") shall apply to your Claim if it is filed as part of a "mass arbitration," which means twenty-five (25) or more arbitration claims involving the same or similar subject matter and/or issues of law or fact, and where representation of all claimants is the same or coordinated across the cases. You agree to these procedures even though they may delay the arbitration of your individual claim. If at any point you are unsatisfied with the speed by which your matter is proceeding, you are free to withdraw your arbitration demand and proceed in small claims court if the Claim is in that court's jurisdiction and proceeds on an individual basis.

1. Mass Arbitration Filing Requirements:

In addition to the requirements set forth in the AAA Mass Arbitration Supplementary Rules, you agree that upon commencing a case with the AAA, you will provide your name, full Chase account number, mailing address, telephone number, email address, a factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type) and/or event (date, location, and individuals involved), explanation of the basis of your Claim, an itemized calculation of all alleged damages, and, if represented by counsel, a signed statement authorizing us to share information regarding your account and the Claim with them. You agree and understand that failure to provide this information may result in dismissal of your Claim, though you have the right to refile once you provide the information described in the previous sentence.

2. Process Arbitrator Appointment:

You and Chase agree that before an arbitrator is assigned to determine the merit of your claim, a "Process Arbitrator" will be appointed. The Process Arbitrator will have the authority to ensure these Mass Arbitration Procedures and the AAA rules are followed. The Parties agree that the Process Arbitrator will be selected by the process set forth in AAA Mass Arbitration Supplementary Rule MA-7(a). In short, each Party will receive a list of proposed Process Arbitrators provided by the AAA and will meet and confer to identify a mutually-agreeable candidate. If the Parties cannot agree, they will submit their preferences to the AAA, and the AAA will select a Process Arbitrator.



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3. Matters To Be Decided by a Process Arbitrator:

In addition to the authority outlined in AAA Mass Arbitration Supplementary Rules, the parties agree that the Process Arbitrator shall be empowered to resolve any dispute regarding whether your Claim should be dismissed because, for example, you failed to comply with the Mass Arbitration Filing Requirements, any other requirements outlined in this agreement, or any other reason. You agree that if the Process Arbitrator finds you failed to comply with any requirement, your claim will be dismissed, without prejudice to refiling once the deficiencies are remedied. The Process Arbitrator will also have the power to decide whether, based on the information submitted in the Mass Arbitration Filing Requirements, other threshold eligibility issues for your case to proceed, including but not limited to whether you had an account at Chase, experienced the transaction, fee, or event at issue, or otherwise cannot pursue the claim due to a clear legal or factual deficiency, and to dismiss your claim as appropriate. The Process Arbitrator shall have the power to determine whether or not a given dispute regarding these Mass Arbitration Filing Requirements and/or Procedures are within their jurisdiction. The Process Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law.

4. Mass Arbitration Procedures:

Following the resolution of any disputes within the jurisdiction of the Process Arbitrator, if any, counsel for the claimants and counsel for Chase shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings on the merits of each claim. Unless the Parties otherwise agree, in no event shall any individual Merits Arbitrator be assigned more than three (3) cases. No AAA per case fee shall be assessed in connection with any case until they are selected to proceed to individual arbitration proceedings as part of the process identified in this section. The Parties agree that each side shall have the right to have fifteen (15) cases of their choosing proceed to final hearing before the process described in this section moves forward. After the first thirty (30) cases are resolved, counsel will meet and confer regarding ways to improve the efficiency of the proceedings, including whether to mediate or change the number of cases filed in each stage. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings and conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings. Each of these thirty (30) cases shall be assigned to a different Merits Arbitrator, though if the Parties otherwise agree, a single Merits Arbitrator may be assigned up to three (3) cases. No AAA per case fee shall be assessed in connection with the remaining cases until they are selected to proceed to individual arbitration proceedings as part of the process identified in this section. After this second set of thirty (30) cases are resolved, counsel will again meet and confer regarding ways to improve the efficiency of the proceedings, including whether to mediate or change the number of cases filed in each stage. If the Parties do not reach a global resolution after the second set of cases are resolved, on either Party's motion, the Process Arbitrator can decide to expedite the proceedings by forgoing more rounds of case selection and instead assigning Merits Arbitrators to all of the remaining cases at once. If no motion is made, this Mass Arbitration Procedure shall continue with thirty (30) cases in each set of proceedings, consistent with the parameters identified above. You and Chase agree to engage in these Mass Arbitration Procedures in good faith, which includes an agreement to pay the Parties' respective case fee if your case is selected. Any dispute regarding any aspect of the specific Mass Arbitration Procedures outlined in this section shall be resolved by the Process Arbitrator.

5. Interpretation and Enforcement of Mass Arbitration Provision:

Any dispute regarding the interpretation or enforcement of these mass arbitration procedures shall be decided by the Process Arbitrator or, in cases that have been released to merits proceedings, the Merits Arbitrator. Their decisions regarding the mass arbitrations process and procedures shall be considered interlocutory in nature and not subject to immediate judicial review. If any terms of these Mass Arbitration Procedures are found to be legally unenforceable for any reason, then the proceedings shall otherwise continue in arbitration in accordance with AAA's Mass Arbitration Supplementary rules.